G.F. 11

19 .

Department of

OFFICE

STATION

No. 1883

Dated

Pages in the file

(SUBJECT.)

Ref. P2--3124--34.

OB 1861

South Kanara Collector's Office,

Camp: Panemangalore, dated 20th Jan. 1935

From

E. F. Cayne, Esq, I.C.S.,

Collector of South Kanara.

29.3

To

The Secretary to the Board,

Land Revenue Settlement,

Madras.

Alienation--land and land revenue--Puttur Taluk--Shantigode village--S.No.251--2.09 acres--school purposes--proposals---[illegible]

I request that the Board may be pleased to sanction the alienation of land and land revenue in respect of S. No. 251 of Shantigode village in favour of the District Board, South Kanara.

2. The plot measures 2.09 acres; it had been included in S. No. 2 of Shantigode, which stood registered as Forest [illegible] but excluded from it and transferred to Assessed waste (Pm) in 1914 on account of the existence in it of a school building belonging to the District Board. This school building is valued by [illegible] at Rs. 1,000 and has been existing on the plot since about 1875, though the occupation seems not to have been noticed till the [illegible] the plot lay at one corner of the large block S. No. 2 measuring about 1914 acres. The District Forest Officer, South Mangalore, had no objection to the exclusion of the plot from Forest [illegible] and its alienation to the [illegible].

3. The District Board proposes to [illegible] the plot for the school building, 60 cents for a school garden and the remaining 1.54 acres for the school playground. [illegible] the conditions of alienation proposed by me, I shall [illegible]

2

ing ing Committee and a copy of the conditions which had been proposed me.

4. The tree-growth existing on the plot has been sold by auction at the request of the District Board and the sale proceeds of Rs.1-6-0 have been credited to the Sub Treasury.

5. The applications in the prescribed form are enclosed, with an eye-sketch of the plot. PP3659 P114

Your obedient servant,

Collector.

5

Application for the alienation of land in which the proprietary right belongs to the State.

District South Kanara.

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1. Description and area.	S.No.251 of No.44 Shantigode village in Puttur taluk, measuring 2.09 acres standing registered as Government assessed waste - Dry.
2. Market value.	Rs.65/-.
3. Alienees and purpose of alienation.	District Board, South Kanara, for the Board School at Shantigode.
4. Collector's remarks.	Recommended.

Playground for garden

South Kanara Collector's Office,
Camp Panemangalore, 21. 3. 1935.

Bmadhavarao
For Collector. 26/3

26.3.35

Application for the alienation of Land Revenue payable to Government.

District South Kanara.

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1. Description and area.	S.No.251 measuring 2.09 acres in No.44 Shantigode village, Puttur Taluk (Government assessed waste-Dry).
2. (a) Annual assessment.	Rs.1-9-0.
(b) Capitalised value (25 times assessment or ground-rent).	Rs.39-1-0.
3. Alienees and purpose of alienation.	District Board, South Kanara, for the Board School at Shantigode.
4. Collector's remarks.	Recommended.

playground & garden

South Kanara Collector's Office,
Camp Panemangalore, 21. 3. 1935.

For Collector. 26/3

26·3·35

Conditions.

(1) The land S.No.251 of Shantigodu measuring 2.09 acres and the building thereon shall be used for the purpose of a school building, playground and garden. The extent needed for each of the three purposes should be specified by the District Board in the resolution and the extent so specified should be used for the purpose for which it is set apart and for no other purpose.

(2) The grantee shall maintain the building in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

(3) No alterations other than those necessary to keep the building in good condition shall be made to the existing building nor shall any new building be erected on the site without the previous permission of the Collector.

(4) The playground and the garden shall be laid out within one year from the date of the grant and the school shall be accessible to all classes including the Scheduled Classes.

(5) No part of the land set apart for the playground and garden shall in any way be built upon without the previous sanction of the Collector.

(6) The Government may resume the land wholly or in part with any buildings thereon:

(a) if the land is not used for the specific purpose for which it was granted or

(b) if the conditions on which it was granted cease to be fulfilled, or

(c) if the land is in the opinion of the Government required for a public purpose or for conducting mining operations, or

(d) if the school is not recognised by the District ------- Educational Council of South Kanara or by the Director of Public Instruction or if the recognition once granted is subsequently ---

withdrawn, or

(e) in case the Government are satisfied that the school is not properly conducted.

(7) In the event of such resumption, if there are buildings on the land except those now existing or those constructed in contravention of conditions (3) and (5), the Government may at their option either -

(a) purchase the buildings;

(b) allow the grantee to purchase the land at its value on the date of sale; or

(c) direct the grantee to remove the buildings.

(8) In the event of the resumption of the land with any building thereon, no compensation whatever shall be paid by the Government in respect of the building now standing on the land, or buildings constructed in contravention of conditions (3) and (5).

(9) In the event of the resumption of the land followed by the purchase of the buildings under condition (7)(a) or in the event of the acquisition of the land for any other reason, the compensation payable therefor shall in no case exceed the initial cost or the value at the time of resumption or acquisition, whichever shall be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant or under the previous permission obtained from the Collector under conditions (3) or (5) as the case may be.

(10) In the event of the grantee refusing to remove the buildings when so directed under condition (7)(c) the Government may remove them and realise the cost of removal by the sale of the materials.

(11) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at his cost.

(Sd.) E. M. Gawne
7.7.34
Collector.

(True Copy)

Vmadhavarao 26/3

For Collector.
26.3.35

9

Extract from the proceedings of the meeting of the Standing Committee of the District Board dated 19th July 1934.

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x x x

60. Read letter Ref.B3-3124-34, dated 7.7.1934 of the Collector of South Kanara requesting to be furnished with a copy of the resolution of the Board agreeing to abide by the alienation conditions appended to his above letter in respect of S.No.251 (2.09 acres) of Santigodu village required for the use of School building, playground and garden and also requesting to remit Rs.21-15-5 to the Treasury being the seigniorage fee for the tree growth standing on the plot.

Resolution:- "Agrees. The tree growth may be auctioned by the Revenue Department."

For School building - extent 15 cents.
Gardening - 60 cents.
Playground - 1.34 acres.

x x x

(True Extract)

(Sd.) B. Srinivasa Baliga,
For President,
District Board, South Kanara.

(True Copy)

Madhavarao
For Collector. 26/3

26-3-35

278

Land-
ALIENATION -Land, Revenue & Buildings -(S.Kanara)-

Puttur Taluk Shantigode Village

S.No. 251. District Board, South Kanara
Boards School, Playground & garden. Recommended
B186/35 ⊙ PP142CF

REFERENCE B/186/35:1 78.4.35
~~RESOLUTION~~

School - 15 cents
playground 1.34 acres
garden - 60 cents

At the instance of the Collector of S. Kanara the Board recommends the alienation of the plot of land comprised in S.No. 251 of Shantigode village, Puttur Taluk measuring Ac. 2.09 with the building thereon in favour of the District Board, South Kanara for use as the site of the Board's school, Play ground and garden.

2. ~~The land is registered as Govt assessed waste (dry) in its accounts~~. The land was originally included in S.No 5 measuring Ac 18.54 and registered as Forest in 1934. Forambore: but it was excluded from the S.No. 5 as it and was transferred to Revenue Dept. The building contained a School building. It has been in existence on the site since 1927 and its book value is reported to be Rs 1681/- The occupation was not noticed till 1932 as the plot lay in one corner of the huge block of S.No 5. ~~measuring 18.54 acres~~. The District Forest Officer South Mangalore has no objection to the alienation. The tree growth existing on the plot has been sold in auction at the request of the District Board and the Sale proceeds Vide Rs 1-6-0 have been credited to the Sub-treasury.

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3. The alienation will be free of charge for the occupancy right and free of assessment ~~ground rent but subject to assessment which will be liable to revision at every resettlement and subject~~ to ~~the payment of~~ Rs.

~~being the value of the trees standing on the land~~

and subject also to the following conditions to which the alienne has agreed:-

(1) The land (and the building thereon) shall be used as ~~the site of~~ a school, playground and garden and for no other purpose.

(ii) The grantee shall maintain the building in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed ~~from~~ by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

(iii) No alterations other than those necessary to keep the building in good condition shall be made to the existing building nor shall any new building be erected on the site without the previous permission of the Collector.

(iv) The playground and garden shall be laid out within one year from the date of the grant.

(v) The School shall be accessible to pupils of all castes

(vi) No part of the land set apart for the playground and garden shall be built upon without the previous permission of the Collector

(vii) The Government may resume the land wholly or in part with the buildings thereon in the event of the infringement of any of the conditions of the grant or if in the opinion of the Government, the land is required for a public purpose, or for conducting mining operations or if the recognition of the School is withdrawn.

(VIII) In the event of such resumption, if there are buildings on the land the Government may at their option either,

(a) purhhase the buildings, or

(b) allow the grantee to purchase the land at its value on the date of sale, or

(c) direct the grantee to remove the buildings.

(IX) In the event of the resumption of the land followed by purchase of the buildings under clause (VIII) (a) or in the event of the acquisition of the land for any other reason, the compensation payable therefor shall in no case exceed the initial cost of the value at the time of resumption or acquisition, whichever shall be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Govt in respect of buildings constructed in contravention of conditions (iii) & (vi) of those constructed in contravention of Conditions (iii) & (vi)

(X) In the event of the grantee refusing to remove the buildings when so directed under clause (VIII) (c) the Government may remove them and realise the cost of removal by the sale of the materials.

(XI) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected, or other works that may have been executed on the land by the grantee at its cost.

4. The Collector is requested to send another copy of the Sketch for the Board's file

28435

Ekd 6.4.35 MR 6.4.35

Secy MR 6/4/35

To The Secretary to Government, Revenue Department (with elimination statements (pages 3 to 5 to be copied & sent) and sketch paras 1 to 3 only (pages 11 in original.

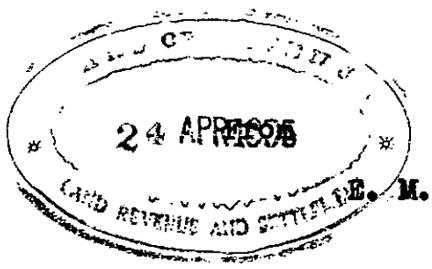
" the Collector of Shimoga para 4 only

RECEIVED 11 APR 1935

Draft for approval AV

Ref. B3-3124-34.

South Kanara Collector's Office,
Mangalore, 16th April 1935.



B.2261

E. M. Gawne, Esquire, I.C.S.,
Collector of South Kanara.

To

The Secretary to the Board,
Land Revenue and Settlement,
M a d r a s.

Sir,

Alienation - Land and Land Revenue - Puttur Taluk - Shantigode village - S.No.251 - School purposes - Sketch - Submitted.

Board's reference No. B-1861-35-1, dated 8.4.1935.

******

I enclose an additional copy of the eyesketch of S.No.251 of Shantigode village for the Board's file.

Your obedient servant,

For Collector.

17.4.35

To A S.(LR)
may be filed with papers and the order of the Govt awaited on the Rep at of 10p 11—15

25.4.35

25.4.35

19

R.F. XVII-26.

R. F. XVII-23—259,635—12-3-34

District South Kanara.

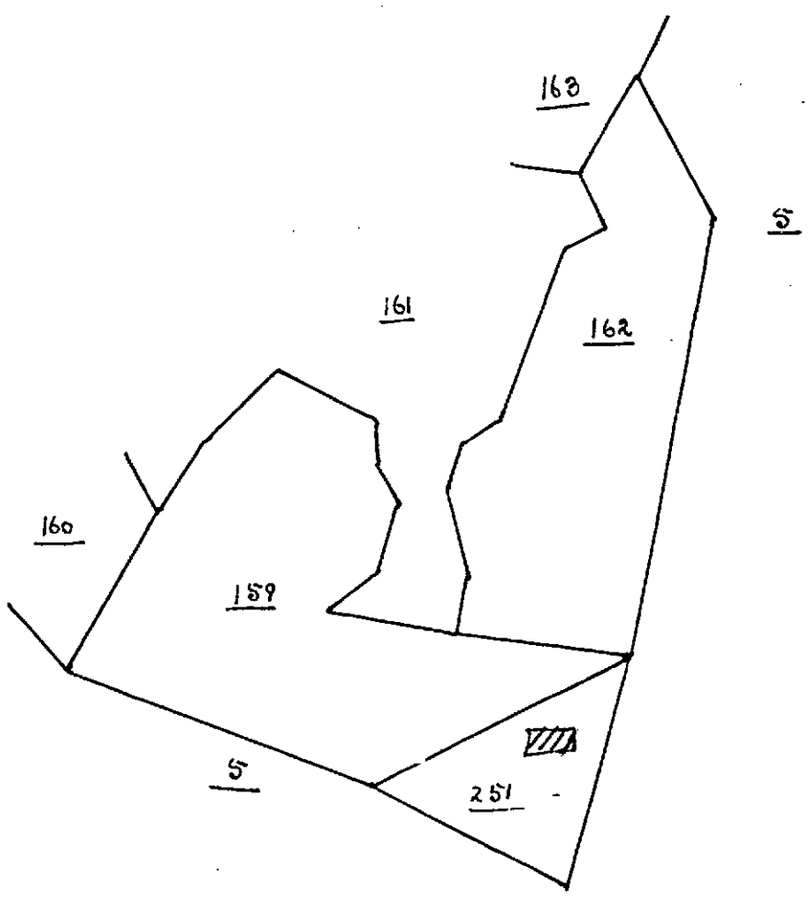
Taluk Puttur.

Eye-Sketch

Village { No. HH
Name Shantigode.

Field No.

Area Acres



survey no and sub division	Name of registered holder.	Whether Kumki right-exists.
161	Madhva Seathhia Bai	
159, 160, 162	Govt-assessed waste.	
5	assessed waste. registered as Reserve Forest	
251	Land proposed for alienation for the school building	
	Shantigod Board School	

Scale 1/5 inch=One Chain.

Kleinkappa
R.I. Puttur
17.7.34

21/v B2653

Rev. Sectt.-23—1,500—25-10-33.

GOVERNMENT OF MADRAS.

Received _____ 193 . *Registered* _____ 193 .

Abstract.

Alienation - Land, Revenue and Building - (South Kanara) - Puttur Taluk - Shantigode village - S. No.251 - District Board, South Kanara - School, playground and garden.

REVENUE DEPARTMENT.

G.O. No. Ms. 1092 **Dated the** 10th May 1935.

READ the following :—

From the Board of Revenue, Land Revenue and Settlement, Reference No. B. 1861/35-1 dated 8th April 1935.

Pp 11/6/35

ORDER—

The Government sanction the alienation of the plot of land measuring 2 acres and 9 cents in S. No. 251 of Shantigode village, Puttur taluk, South Kanara District with the building thereon, in favour of the District Board, South Kanara for the purpose of the District Board School, playground and garden as specified in the margin.

School	15 cents.
Playground	1 acre and 34 cents.
Garden	60 cents

2. The alienation will be free of charge for the occupancy right and free of land revenue

22

revenue but subject to the following conditions :—

The land and building thereon shall be used for the purpose of the District Board School, playground and garden

and for no other purpose.

The buildings shall be constructed within one year from the date of the playground and garden laid out grant.

(3) The grantee shall maintain the building in good condition. Such repairs, as the Collector of the District may consider necessary from time to time, shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

(4) No alterations, other than those necessary to keep the building in good condition, shall be made to the existing building, nor shall any new building be erected on the land, without the previous permission of the Collector.

(5) The school shall be accessible to pupils of all communities.

(6) No part of the land, set apart for the playground and garden, shall be built upon without the previous permission of the Collector.

(7) The Government may resume the land, wholly or in part, with any buildings thereon, in the event of the infringement of any of the conditions of the grant, or if, in the opinion of the Government, the land is required for a public purpose, or for conducting mining operations.

(8) In the event of such resumption, if there are buildings on the land, the Government may, at their option, either

(*a*) purchase the buildings, or

(*b*) allow the grantee to purchase the land at its value on the date of the sale, or

(*c*) direct the grantee to remove the buildings.

(9) In the event of the resumption of the land followed by purchase of the buildings under condition (٧) (α), or in the event of the acquisition of land for any reason, the compensation payable therefor shall in no case exceed the initial cost, or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant,

(10) In the event of the grantee refusing to remove the buildings, when so directed under condition (٨) (c) the Government may remove them and realise the cost of the removal by the sale of the materials.

(11) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at ~~his~~ its cost.

H.M. Uzielli,
Secretary to Government.

Forwarded.
(By Order).

V Narasinga Rao

Superintendent.

K.V.D.

Vi

alienation. Land, Rev and building (S. Kanara).
Puttur 2K - Shantigode Vge - S No 251. Dt Bd
South Kanara - School, Playground & Garden Sanctd. Sc cancld

PP 1 & 2 of
PP 21 to 23 - F

B 181/35 ①
B 2658/35 A

Rev/Mis. /8859/35
Communicated to the Collector of South Kanara
E/CD.
14/5/35

14/5/35

To
The Collr of
Kanara.

14/5/35

MS
AS(LR) alienation – Lands and Rs and buildings (S Kanara). Puttur Taluk – Shantigode Vgl. SNo 251 – alienation sts/ff 3to 5 & Sketch. DC Bo, Sda

Sketch f 11 ch

B 1861/35 PP 1 to 2 Ch

To AS(LR)

Please see the collector's letter at ps 1 to 2 Ch.

2/ The alienation proposals are complete and may be recommended to Govt for Sanction.

Ekb
2.4.35

h
3.4.35

MB
2.4.35

MS

3.4.35

AS(LR)

To AS(LR)

Draft order

Ekb
3.4.35

h 3.4.35

MB
3.4.35

Mf 11 to 15 Ch

Issues as to Rs

B 1861-35-107 & 4.35

B 2653/35

AS(LR) PP 2 to 23 Ch

To AS(LR)

Draft ordered

Ekb
4.5.35

h 14/5/35

04/5/35